

Joseph M. English
Direct: 678.336.7137
Email: jenglish@taylorenghish.com

February 20, 2019

VIA CM/ECF SYSTEM

The Honorable Henry B. Pitman
United States Magistrate Judge
Daniel Patrick Moynihan United States Courthouse
500 Pearl Street
New York, NY 10007-1312

Re: Boves v. Aaron's, Inc. and David Epright, 1:18-cv-00005-HBP

Dear Judge Pitman:

We write to alert the Court to a recent decision in the District of South Carolina enforcing the Aaron's Arbitration Agreement at issue in this case. *Hill v. Aaron's, Inc.*, Civil Action No. 7:18-cv-01892-TMC (D.S.C. January 7, 2019) ("*Hill*") (Order attached). In *Hill*, United States District Judge Timothy Cain held that the plaintiff had affirmatively agreed to the Aaron's Arbitration Agreement despite his later denial. Judge Cain also ruled that, even if Plaintiff had not affirmatively agreed as the evidence demonstrated, his failure to timely opt out of the Agreement constituted assent. Judge Cain granted the motion to compel arbitration and dismissed the Complaint against Aaron's.

As in *Hill*, Mr. Boves affirmatively agreed to arbitration despite his later denials. As in *Hill*, the Arbitration Agreement is still enforceable if the Court finds a fact question as to whether there was affirmative assent. Mr. Boves is still subject to the Arbitration Agreement by his failure to timely opt out of the Agreement.

Defendants request that their Motion to Compel Arbitration be granted.

Respectfully,



Joseph M. English
Counsel for Defendants

cc: Gregory Antollino, Counsel for Plaintiff